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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

BOEING EMPLOYEES' CREDIT UNION,

Plaintiff,

v.

SUSAN E BLANCHARD and JOHN DOE  
BLANCHARD, wife and husband,

Defendants.

No.

**COMPLAINT FOR MONEY DUE**

COMES NOW plaintiff for cause of action against defendants, and each of them, alleges as follows:

**I. VENUE**

1.1 Plaintiff, Boeing Employees' Credit Union, conducts business in the State of Washington and has paid all fees and penalties due the State of Washington.

1.2 Defendants, Susan E Blanchard and John Doe Blanchard, are wife and husband and constitute a marital community under the laws of the State of Washington, and the acts of the defendants were done for and on behalf of said marital community. King County is the proper venue per the terms of the membership agreement.

**II. FIRST CAUSE OF ACTION**

2.1 On or about May 25, 2005, defendant, Susan E Blanchard, entered into a contract with Boeing Employees' Credit Union for the extension of credit under account number xxxxxx2606.

2.2 Defendants have failed to abide by the terms of the above-referenced agreement by not making payments when due and plaintiff hereby declares the entire balance due and owing

2.3 There remains due and owing the principal amount of \$14,853.55, together with accrued prejudgment interest at the rate of 8.900% per annum through February 20, 2018 in the amount of \$474.19, late/other fees in the amount of \$50.00; with interest and late/other fees continuing to accrue through the date of judgment herein. A true and correct copy of the payoff screen is attached hereto as Exhibit A.

### III. SECOND CAUSE OF ACTION

3.1 On or about August 18, 1995, defendant, Susan E Blanchard, entered into a membership agreement with Boeing Employees' Credit Union for a savings/checking account under account number xxxxxx9169.

3.2 Defendants have failed to abide by the terms of the above-referenced agreement and have overdrawn their account and have incurred insufficient funds fees and plaintiff hereby declares the entire balance due and owing by not

3.3 There remains due and owing the principal amount of \$0.00, together with accrued prejudgment interest at the rate of 12.000% per annum through February 20, 2018 in the amount of \$0.00, late/other fees in the amount of \$74.70; with interest and late/other fees continuing to accrue through the date of judgment herein. A true and correct copy of the payoff screen is attached hereto as Exhibit A.

### IV. THIRD CAUSE OF ACTION

4.1 On or about January 1, 1997, defendant, Susan E Blanchard, entered into an agreement with Boeing Employees' Credit Union for the extension of credit under Visa account number xxxx-xxxx-xxxx-8164.

4.2 Defendants have failed to abide by the terms of the above-referenced agreement by not making payments when due and plaintiff hereby declares the entire balance due and owing.

4.3 There remains due and owing the principal amount of \$11,766.08, together with accrued prejudgment interest at the rate of 8.900% per annum through February 20, 2018 in the amount of \$0.00, late/other fees in the amount of \$0.00; with interest and late/other fees continuing to accrue through the date of judgment herein. A true and correct copy of the payoff screen is attached hereto as Exhibit A.

## VI. PRAYER

6.1 The above-referenced agreement provides that, in the event of default, defendants agree to pay all costs of collection, including reasonable attorney's fees and court costs.

WHEREFORE, plaintiff prays for judgment against defendants, and each of them as follows:

1. As to the first cause of action, the principal amount of \$14,853.55;
2. As to the first cause of action, accrued prejudgment interest at the rate of 8.900% per annum through February 20, 2018 in the amount of \$474.19; with late/other fees in the amount of \$50.00;
3. As to the second cause of action, the principal amount of \$0.00;
4. As to the second cause of action, accrued prejudgment interest at the rate of 12.000% per annum through February 20, 2018 in the amount of \$0.00; with late/other fees in the amount of \$74.70;
5. As to the third cause of action, the principal amount of \$11,766.08;
6. As to the third cause of action, accrued prejudgment interest at the rate of 8.900% per annum through February 20, 2018 in the amount of \$0.00; with late/other fees in the amount of \$0.00;
7. As to all causes of actions, additional interest and late/other fees accruing through the date of judgment herein;
8. Reasonable attorney's fees in the amount of \$500.00 if this action is not contested, and such other and larger sum as the court deems appropriate if it is contested and all costs incurred herein; and
9. For such other and further relief as the court deems just and equitable.

DATED this 20th day of February, 2018.

BOEING EMPLOYEES' CREDIT UNION

By: /s/ Peter Y. Leung

☒ Peter Y. Leung, WSBA No. 43695

☐ Binh T. Nguyen, WSBA No. 41739

Attorneys for Plaintiff

# EXHIBIT A

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